

Disclosure Statement. A copy of the references was also originally submitted for the convenience of the Examiner.

**REMARKS**

Applicants have reviewed the Office Action of November 13, 2002 and, despite disagreement with the conclusions drawn in that Office Action, have determined that clarifying amendments to some of the independent claims of the above-referenced case will further expedite prosecution of this application. Reconsideration is therefore earnestly requested. No new matter is added with this amendment.

Claims 1-145 are presented rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. More specifically, the Office Action states that there is insufficient antecedent basis for "the creditor." In response, Applicants have amended claim 1 to recite "a creditor" thereby providing sufficient antecedent basis for this limitation.

Claims 155 and 156 are presently rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Patent No. 6,041,312 to Bickerton *et al.* Specifically, the Office Action alleges that Bickerton *et al* discloses electronic data storage means; data entry means; and aggregation means. Applicants respectfully disagree. Bickerton *et al* fails to disclose the electronic multiparty accounts receivable and accounts payable system as claimed by Applicants. In addition, newly amended independent claim 155 recites "wherein the creditor participant and the debtor participant collaborate together for reconciliation concerning the debt obligation associated with the creditor participant and the debtor participant." Bickerton *et al* fails to disclose, teach or suggest the collaboration functionality claimed by Applicants. As discussed in

detail below, Bickerton *et al* is directed to an object oriented framework that is completely unrelated to the claimed invention and fails to disclose the combination of claim limitations.

Claims 1-154 and 157 are presently rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Bickerton *et al* in view of U.S. Patent No. 5,963,925 to Kolling *et al*. Specifically for claims 1, 146, 147 and 157, the Office Action alleges that Bickerton *et al* teaches an electronic multiparty accounts receivable and payable system for use by two participants comprising *electronic data storage means* for storing accounts receivable and accounts payable information and *data entry means* for entering accounts receivable and accounts payable information reflecting debts. The Office Action admits that Bickerton *et al* fails to teach electronic invoicing means; electronic invoice presentment means and authorization means. For these deficiencies, the Office Action applies Kolling *et al* to teach electronic invoicing and therefore bases the obviousness rejection on a proposed combination of Bickerton *et al* in view of Kolling *et al*. Applicants respectfully disagree. The Office Action fails to set forth any suggestion why one of ordinary skill in the art would have been motivated to modify Bickerton *et al* in view of Kolling *et al* and therefore fails to meet its burden of establishing a *prima facie* case of obviousness.

The Office Action alleges that it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Bickerton *et al*'s inventive concept to include Kolling *et al*'s teaching of electronic invoicing means, electronic invoice presentment means and authorization means because this would provide value to billers, banks and consumers but is also able to complete the circle for full electronic bill payments and presentments when used in conjunction with an electronic bill payment system. Applicants respectfully disagree.

Bickerton *et al* is directed to an object oriented framework that provides a set of objects that perform account management functioning and permits a framework user to add extensions to the framework for specific processing features. As understood in the art, a framework, or an application framework, contains a variety of software components and structures for enabling a user, or a framework user, to create customized business applications. Users purchase or otherwise obtain the application framework to build additional software components and integrate these components to create customized business applications. An application framework only provides the base structure (framework) to enable a user to add and integrate additional components to create a customized application. As stated in the abstract, the classes provide the base framework upon which an account management application program is developed by the framework user. The invention of Bickerton *et al* is the framework, where customized applications may be created and customized for a specific business need. Bickerton *et al* fails to make any mention of the claimed combination of limitations.

Kolling *et al* fails to make obvious the claimed inventions. The Office Action relies on Kolling *et al* to teach and make obvious the limitations of “electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;” “electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;” and “authorization means for allowing the debtor participant to authorize the electronic invoice, whereby the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain,” as recited in claim 1. Kolling *et al* is directed to an electronic statement presentment system for replacing preparation and mailing of paper statements and invoices from a biller with electronic

delivery. Specifically, Kolling *et al*'s invention operates independently or as an enhancement to any suitable electronic bill payment system. The electronic statement presentment system allows billers to efficiently and cost effectively deliver electronic statements to respective consumers of their services and products (col. 4, lines 11-14). The invention of Kolling *et al* is primarily directed to replacing printing, stuffing and mailing of paper statements with electronic delivery.

Contrary to the Office Action, it would not have been obvious to combine Kolling *et al*'s teachings of electronic statement presentment (replacing conventional methods of mailing paper statements with electronic delivery of statements) with the object oriented application framework of Bickerton *et al*. For example, Kolling *et al* fails to show or teach ***electronic invoicing means*** for constructing an electronic invoice *reflecting amounts owed to the creditor participant by the debtor participant* on one or more underlying contracts; ***electronic invoice presentment means*** for *presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection*; and ***authorization means*** for allowing the debtor participant to *authorize the electronic invoice*, whereby ***the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain.*** While Kolling *et al* is directed to electronic statement presentment system, this reference clearly fails to disclose, teach or suggest the limitations specific to the electronic multiparty accounts receivable and accounts payable system of Applicants.

In addition, Kolling *et al* specifically states that that the electronic statement presentment system can work as an enhancement to any suitable electronic bill payment system. Bickerton *et al* clearly does not disclose an electronic bill payment system, rather Bickerton *et al* provides an application framework for use by framework users to create customized applications, which is completely unrelated to any system of Kolling *et al*. The invention of Bickerton *et al* is an

application development methodology and does not disclose the financial services provided by the combination of limitations set forth by Applicants. There is clearly no suggestion or motivation, either in the references or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. More specifically, there is no motivation or any reason to modify the object oriented framework of Bickerton *et al* to support the electronic statement presentment system of Kolling *et al*.

The alleged combination of Bickerton *et al* in view of Kolling *et al* fails to disclose, teach or suggest the claimed combinations. According to at least one embodiment of the present invention, the combination of electronic data storage means, data entry means, electronic invoicing means, electronic invoice presentment means and authorization means as claimed by Applicants enables a creditor participant and a debtor participant to collaborate and reconcile current debts, which is not disclosed or even contemplated by any of the references cited in the Office Action.

As independent claim 147 recites similar limitations of claim 1, the arguments made above apply equally to claim 147. In addition, for claim 146, the combination of Bickerton *et al* and Kolling *et al* fail to show the claimed electronic promissory note. None of the references, either alone or in combination, show or suggest an electronic promissory note where “the first and second party had agreed that electronic confirmation of accounts receivable would create an independent payment obligation of sum due on a date certain and free of defenses to the underlying contract.” For independent claim 157, the combination of Bickerton *et al* and Kolling *et al* fail to show the an electronic data storage means, data entry means and “electronic confirmation means for confirming debts, whereby confirmation signifies that the debt has become an independent payment obligation due on a date certain and free of defenses to the

underlying contracts.” This combination of elements is simply not shown, taught or suggested by any of the references cited in the Office Action.

As for the remaining dependent claims 2-145 and 147-154, the Office Action provides a cursory rejection of all the limitations of these dependent claims and fails to set forth a basis for rejection of each dependent claim. The Examiner is required to provide a basis for each and every claim limitation, as recognized in MPEP §§ 706.02(j) and 2143.03, and has failed to do so here. Nevertheless, Applicants maintain that none of the references cited provide any disclosure, motivation or suggestion related to the limitations of claims 2-145 and 147-154. As the combination of Bickerton *et al* and Kolling *et al* fail to disclose, teach or suggest the claimed combination of limitations of independent claims 1 and 147, dependent claims 2-145 and 147-154 are similarly not taught or suggested by the references cited in the Office Action.

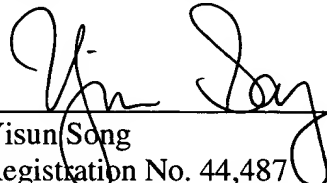
CONCLUSION

It is respectfully submitted that this application is in condition for allowance and such disposition is earnestly solicited. If the Examiner believes that prosecution and allowance of the application will be expedited through an interview, whether personal or telephonic, the Examiner is invited to telephone the undersigned with any suggestions leading to the favorable disposition of the application.

It is believed that no fees are due for filing this Response. However, the Director is hereby authorized to treat any current or future reply, requiring a petition for an extension of time for its timely submission as incorporating a petition for extension of time for the appropriate length of time. Applicants also authorize the Director to charge all required fees, fees under 37 C.F.R. §1.17, or all required extension of time fees, to the undersigned's Deposit Account No. 50-0206.

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Respectfully submitted,

  
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**Appendix A - Marked-Up Copy of Amended Claims**

1. (Once Amended) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to [the] a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection; and

authorization means for allowing the debtor participant to authorize the electronic invoice, whereby the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain.

155. (Once Amended) An electronic multiparty accounts receivable and accounts payable system for use by a plurality of system participants who have contracted with one another and who owe a plurality of debts to one another under a plurality of underlying contracts, and wherein certain system participants are debtor participants as a result of debts owed to other



system participants, and wherein other system participants are creditor participants as a result of debts owed to them by the debtor participants, the said system comprising:

electronic data storage means for storing debt information;

data entry means for entering debt information into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system; and

aggregation means for aggregating debt obligations owed by the debtor participant;

wherein the creditor participant and the debtor participant collaborate together for reconciliation concerning the debt obligation associated with the creditor participant and the debtor participant.